

COPYRIGHT MANAGEMENT SERVICES

1. Parties

COMPANY/AGENT:

Copyright Management Services, Ltd.

CLIENT/COPYRIGHT HOLDER:

Millennium Media, Inc.

2. Background

Copyright Management Services Ltd. ("CMS") is in the business of providing Anti-Piracy services to copyright owners around the world. Client is in the business of producing, distributing and/or marketing motion pictures and the holder or controlling party for certain rights in motion pictures.

3. Commencement

This Agreement is effective upon execution by both Parties ("Commencement Date").

4. Term

This Agreement shall continue until the first anniversary of the Commencement Date; provided that the term of this Agreement shall automatically renew every year after such first anniversary unless Client otherwise informs CMS in writing with not less than thirty (30) days notice.

5. Services Generally

This letter is a confirmation that, Client designates listed counsels in the Schedule of Counsel attached hereto as Exhibit "A", as non-exclusive counsel for matters related to enforcement of copyright infringement matters against illegal downloaders of the Works listed in the Schedule of Works attached hereto as Exhibit "B" in the enforcement of such rights including the making of demands, filing of suits, negotiations and settling of claims.

Legal representation of Client shall be subjected to and controlled by agreement between counsels in the Schedule of Counsel and CMS with the regard to antipiracy enforcement services.

All matters related to work on behalf of Client shall be pursuant to the agreement between counsels in the Schedule of Counsel and Copyright Management Services, Ltd.

Specifically, Client shall not be independently liable for any costs, fees, or expenses, which shall be the sole responsibility of CMS, in accordance with any agreements between CMS and counsels listed in the Schedule of Counsel.

Copyright Holder is the client of counsels listed in the Schedule of Counsel and have the final authority in decisions in its antipiracy litigation. However, until further written notice Client hereby designates CMS as its agent and the sole and exclusive agent and contact for management, reporting and decisions related to antipiracy enforcement services of the works listed in Exhibit "B."

With this agreement Client engages Copyright Management Services to:

- Assist Client and to a degree coordinate with other members of the industry in general to develop and implement programs to generate and transmit DMCA notices, and deter piracy;
- Work with Maverickeye, UG in reviewing data for infringement actions against those who download and distribute Client's content online without proper authorization;
- Coordinate with any distributors for local enforcement; and
- Under a duly licensed attorney representing the client, provide litigation support and legal documents to attorneys that represent Client in copyright enforcement actions.

6. Works

The Work(s) covered by this Agreement shall be those motion pictures listed in the co-executed Schedule of Works ("Exhibit B"), which may be amended from time to time via Email or updated Exhibit B

7. Duties of Client

- Designate titles that Client would like enforced in the Schedule of Works ("Exhibit B");
- Affirm that Client has the right and authority to bring enforcement actions either in its own name or under the name of the title owner;
- Cooperate as may be necessary to provide supporting data, including copyright certificates, copyright applications, and deposition testimony as may be needed;
- Keep CMS advised of any change in ownership or material facts that may impact any enforcement actions; and
- Provide CMS with such further documentation as may be reasonably needed in order to carry out its obligations under this Agreement.

8. Territory

This engagement is on a non-exclusive basis for the entire world including the United States and Canada and its territories, with the exception of any listed territories:

None.

9. Evidence Gathering

Client grants CMS the authority to engage the Internet monitoring company Maverickeye, UG on Client's behalf to gather evidence of copyright infringements on behalf of Client.

10. DMCA Notices

Client grants CMS the authority to engage, on Client's behalf, a third party to reasonably monitor infringers, and in particular peer-to-peer (bittorrent) infringers, who can dispatch notices to such infringers compliant with 17 U.S.C. 512(a) (a/k/a DMCA Notices) and related international statutes where proper. Such notices are authorized by Client and must be based on a template approved by client's attorney. The dispatch of such notices shall be at a schedule of 1 notice per 24-hour period for each Work sent to each observed infringer.

11. Enforcement Program

CMS has a panel of counsel who currently provide direct enforcement support to cover the majority of the United States population. Client hereby grants CMS authority to engage, on Client's behalf, the counsels listed on the Schedule of Counsel attached hereto as Exhibit "A" in Client's representation in antipiracy lawsuits against online infringers of the Works listed in the Schedule of Works. Accordingly, CMS, is permitted to compensate local counsels under the below schedules of compensation:

Joinder Jurisdictions: In jurisdictions where joinder of defendants is permitted allowing for the economical enforcement of Client's rights, local counsel are compensated at a rate of not more than █% of net proceeds for any joined case filed with two or more defendants, less any specific award of fees. At no time shall Client have any net obligation to local counsel for fees.

Illinois: In the State of Illinois, local counsel are compensated at a rate of not more than █% of gross proceeds for any joined case filed with two or more defendants, less any specific award of fees. At no time shall Client have any net obligation to local counsel for fees.

Washington: In the State of Washington, local counsel are compensated at a rate of not more than █% of net proceeds for any joined case filed with two or more defendants, less any specific award of fees. At no time shall Client have any net obligation to local counsel for fees.

Single Party Cases: In any single party action or severed action, local counsel shall be compensated at an hourly rate of not more than \$[REDACTED] per hour, but in no event shall local counsel ever be compensated in an amount greater than [REDACTED]% of the net proceeds. At no time shall Client have any net obligation to local counsel for fees.

No single party case shall be filed without explicit approval through CLIENT.

Enforcement Program Costs: Enforcement and litigation involves notable costs, which by rule are the responsibility of a client. Such costs may include:

- a. ISP charges
- b. Court fees
- c. Service costs
- d. Witness fees
- e. Hard costs (mailing, photo copies, credit card fees)
- f. Forensic IT Experts
- g. Evidence collection costs
- h. Legal and paralegal costs
- i. Adverse costs orders (in the unlikely event this occurs)

All verifiable, out-of-pocket, reasonable and necessary costs shall be deducted from gross receipts to calculate net income and paid to Client as outlined above.

12. Data Collection And Management

Client, hereby grants CMS authority to retain, on Client's behalf, Maverickeye, UG and New Alchemy, a BPO office to provide general data support to client's attorneys for pending piracy litigation and support for the creation and dispatch of DMCA notices. In exchange for such services, Client agrees to pay Maverickeye, UG and New Alchemy a sum of not more than [REDACTED]% of gross proceeds, less any direct payments made under Sec. 9 and 10 above. The amount due under this provision will only be credited against the recoveries of the enforcement program and shall not be required to be paid upfront or advanced by Client under any circumstance.

13. Copyright Management Services ("CMS") Remuneration

CMS shall retain not more than [REDACTED]% of net income generated from enforcement activities on behalf of Client. Such funds shall be used to cover administrative costs and other expenses not fully covered as expenses.

14. Reporting

Within thirty (30) days following the close of each calendar quarter, CMS shall provide Client with a report identifying all costs and receipts attributable to all Works enforced on a current and cumulative basis.

REDACTED

15. Governing Law


This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of California.

16. Dispute Resolution and Forum


Any dispute, controversy, or claim arising out of or relating to the enforcement, interpretation, or alleged breach of this Agreement, including without limitation, tort claims and issues of arbitrability, shall be submitted to and resolved by final and binding arbitration in the English language, in Los Angeles, California before one neutral arbitrator appointed in accordance with the Rules for International Arbitration of the Independent Film & Television Alliance®, and judgment upon the award rendered by the arbitrator may be entered in and enforceable by any court having jurisdiction.

Dated this 10th day of October, 2017.

On behalf of Copyright Management
Services:


Patrick Achache
pa@cmservicesltd.com

On behalf of Client:

(Signed) 

Printed Name: Jonathan Yunger

Title: Vice President

Exhibit A: Counsel Authorized

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Exhibit B: List of titles

Work Title	Copyright Registration	Copyright Holder
Homefront, (2013)	PA01877609	Homefront Productions, Inc.
Before I Go To Sleep, (2014)	PA01939571	Before I Go Productions, Inc.
Criminal, (2016)	PA01984029	Criminal Productions, Inc.
London Has Fallen, (2016)	PA01982831	LHF Productions, Inc.
Automata, (2014)	PA01923090	Automata Productions, Inc.
Survivor, (2015)	PA01956191	Survivor Productions, Inc.
The Humbling, (2014)	PAu03760198	A&T SPVH, Inc.
Septembers of Shiraz, (2016)	PA02038711	September Productions, Inc.
Mechanic: Resurrection, (2016)	PA01998057	ME2 Productions, Inc.
The Hitman's Bodyguard, (2017)	PAu03844508	Bodyguard Productions, Inc.
Hunter Killer, (2017)		Hunter Killer Productions, Inc.
Boyka Undisputed 4, (2017)	PA02031176	UN4 Productions, Inc.
The Bleeder (2017)	PA02032538	Boxer Production Services, Inc.
Acts of Vengeance (2017)		Stoic Productions, Inc.
Day of the Dead: Bloodline (2017)		Day of Dead Productions, Inc.
Leatherface (2017)		LF2 Productions, Inc.